

90-Z-50

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NOTE:

Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description:

See Schedule I attached hereto and made a part hereof.

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. Any site or building changes, including new signs and/or lighting, shall be subject to Administrator's Approval prior to obtaining an Improvement Location Permit.
3. An interior vehicular access plan shall be developed and approved by the Department of Transportation prior to obtaining an Improvement Location Permit.
4. Owner agrees that an additional 5 foot right-of-way off the existing 30 foot half right-of-way from the centerline of Stadium Drive shall be conveyed to the Department of Transportation ("D.O.T.") within 60 days after receipt by Owner of written notice of D.O.T.'s intent to improve Stadium Drive.

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition #90-Z-50 by the City-County Council changing the zoning classification of the real estate from a I-2-U and a D-8 zoning classification to a I-2-U zoning classification; or
- (b) the adoption of approval petition #90-Z-50 by the Metropolitan Development Commission;

and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the I-2-U zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive

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personal notice of the rezoning or approval under the rules in force at the time the commitment was made); and

3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments).

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition #90-Z-50.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed this 17th day of April, 1990.

SEXTON INVESTMENT CORPORATION

By: [Signature]
Joseph F. Sexton, President

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Sexton, the President of Sexton Investment Corporation, which corporation is the owner of the subject real estate and Petitioner herein, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of April, 1990.

Signature [Signature]
Printed SHIRLEY A. MacDONALD
County of Residence MARION

My Commission expires:

5-2-90

This instrument was prepared by Robert G. Evans, Attorney.

SCHEDULE 1

REAL ESTATE DESCRIPTION

Part of Lot 631 and all of Lots 346 thru 352 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 10, pages 127 and 128, in the Office of the Recorder of Marion County, Indiana, and Also, All of Lots 6 thru 24, and part of Lots 1 thru 7 and 25 thru 41, all in Comfort S. Glenn's Subdivision as recorded in Plat Book 9, page 55, and Also, Part of Lots 1, 10, 11 and 12 in A.D. Brooks Subdivision, as recorded in Plat Book 2, page 110, and Also, All of Lots 1 thru 5, 46 thru 55, 97 thru 100, and part of Lots 6, 45, 56, 95 and 96 in Barr and Miller's Subdivision as recorded in Plat Book 5, Page 13, in the Office of the Recorder of Marion County, Indiana. Also, that part of the streets and alleys lying within the overall boundary, including vacated streets and alleys. All of the foregoing being more particularly described as follows to-wit:

Beginning at a point in the West line of Lot 631 in said Stout's Indiana Avenue Addition which lies 440.0 feet South of the Northwest corner of said lot; running thence South 00 degrees 23 minutes West upon and along the East line of Milburn Street and along the West line of Lots 631 and 352 in said Stout's Addition a distance of 1364.75 feet to the Southwest corner of said Lot 352; running thence South 40 degrees 19 minutes 00 seconds East upon and along the Northeast line of Stadium Drive, upon and along the South line of Lots 352 thru 346 in Stout's Indiana Avenue Addition, crossing Mlavatha Street, and entering into Lot 1 in A. D. Brook's Subdivision, a distance of 661.54 feet to the point of curvature of a curve having a South tangent with a length of 130.85 feet which lies on a bearing of North 37 degrees, 53 minutes, 37 seconds East (said curve has a central angle of 15 degrees, 20 minutes, 30 seconds and a radius of 971.53 feet); running thence in a Northeasterly direction upon and along said curve to the left leaving Lot 1 in A. D. Brook's Subdivision, entering Lot 25 at a point 40.45 feet East of the Southwest corner of said Lot 25, crossing thru Lots 26, 27, and entering into Lot 28 all in Comfort S. Glenn's Subdivision, a distance of 260.13 feet to the point of compound curvature of a curve with a southerly tangent of 126.67 feet in length and a bearing of North 22 degrees, 55 minutes, 06 seconds East (said curve has a radius of 971.53 feet and a central angle of 15 degrees, 05 minutes, 31 seconds); running thence Northeasterly upon said curve to the left, a distance of 193.09 feet having crossed thru Lots 28, 29, 30 and leaving Lot 31 at a point 11.38 feet South of the Northeast corner of said Lot 31 all in said Glenn's Subdivision, running thence North 22 degrees 44 minutes, 12 seconds West a distance of 451.44 feet; running thence North 00 degrees 23 minutes, 00 seconds East a distance of 254.09 feet; running thence North 40 degrees, 10 minutes, 31 seconds East a distance of 75 feet; running thence North 00 degrees 23 minutes 00 seconds East a distance of 545.91 feet; running thence North 8 degrees, 08 minutes, 42 seconds West a distance of 84.62 feet to a point in Lot 11 in said A.D. Brook's Subdivision on the Northeasterly line of a certain parcel of real estate heretofore conveyed to The William H. Block Company by City of Indianapolis, Department of Redevelopment; thence in a Northwesterly direction on a curve to the right with a radius of 648.26 feet, on the Northeasterly line of said parcel of real estate heretofore conveyed to The William H. Block Company, a distance of 313.69 feet; running thence South 00 degrees, (assumed bearing for this entire description) parallel to and 34 feet West of the West line of Section 35, Township 16 North, of Range 3 East a distance of 113.88 feet to a point; running thence North 89 degrees 46 minutes West a distance of 249.31 feet to the point or place of beginning.

Except, however, the following described parcel taken from the above described tract, being a strip of ground 30 feet wide by parallel lines running Southeasterly from the West line of Section 35, Township 16 North, Range 3 East North of, along and parallel to the North line of Stadium Drive to the Southeast corner of said above described land.

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ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:

- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
- (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
- (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

(b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:

- (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
- (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
- (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

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